**Mutual Confidentiality and Nondisclosure Agreement**

This Mutual Confidentiality and Nondisclosure Agreement (the “NDA”) is made on this [DATE] by and between **Rowan University**, a public research university within the system of Higher Education in the State of New Jersey, having its principal administrative offices located at 201 Mullica Hill Road, Glassboro, New Jersey 08028 (“Rowan”) and **[PARTY NAME],** with an office located at [ADDRESS](“Party”). Rowan and Party are referred to herein each individually as a “party” and collectively as the “parties”.

Rowan and Party, the parties to this NDA, wish to explore a business opportunity with one another (hereinafter, the “Purpose”) under which both Rowan and Party may disclose their Confidential Information (as defined herein) to one another. Each party acknowledges that the other party has already released, or is prepared to release, certain detailed information regarding their internal business operations, and/or the business operations of their Subsidiaries and Affiliates, which each party considers to be proprietary and confidential.

NOW, THEREFORE, in consideration for the current or prospective business relationship between the parties and/or each party disclosing to the other their Confidential Information, and other promises and mutual agreements hereinafter contained, each party hereby agrees to keep such Confidential Information confidential and to maintain such confidence on the following terms.

1. “Confidential Information” means any written or unwritten, non-public information of a party, its Subsidiaries, or its Affiliates, including, without limitation, the fact of negotiations between the parties relative to the Purpose; the terms of any negotiations or agreements between the party in connection with the Purpose, the fact of, or the existence of, this NDA; trade or business secrets, plans, strategies, technical information, business information, reimbursement information, sales information, marketing information, third party payor contract or pricing information, patient data, patient statistics budgets, financial data, financial statements, customer-buying patterns, algorithms, customer and potential customer lists and identities, tax returns, work sheets, records and other data relating to methods of operation, product sales plans, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other trade secrets or proprietary ideas, whether or not protectable under patent, trademark, copyright or other areas of law, any other business information, and any other information marked or disclosed as being confidential information, or by the circumstances of its disclosure should be reasonably understood as being confidential information, which is shared between the parties in writing or orally during the term of this NDA or which may have been shared by the parties in connection with the Purpose prior to the execution of this NDA.
2. Exclusions to Confidential Information. Confidential Information does not include information which: (i) is in the possession of the party receiving such information (“Receiving Party”) at the time of disclosure as shown by the Receiving Party’s files and records and/or other competent proof so long as it is made known at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature or available to the general public, not as a result of any inaction or action of the Receiving Party in breach of this NDA; (iii) is approved for release by the party disclosing such information (“Disclosing Party”) in writing; (iv) is received without restriction from a third party that, to the best knowledge of the Receiving Party, did not have an obligation of confidentiality to the Disclosing Party; or (v) was independently developed by Representatives of the Receiving Party who had no knowledge of or access to such information, as evidenced by written records of the Receiving Party.
3. Excluded Information. The parties acknowledge and agree that neither party shall request or agree to exchange (i) confidential patient information, or (ii) information unrelated to the Purpose concerning prices, pricing policies or plans, fee schedules, costs, marketing plans, market evaluations, strategic plans or similar information, except to a third party consultant who is engaged by each of the parties in connection with the Purpose and who is obligated to maintain the confidentiality of such information and its source.
4. Confidentiality of Proposal. The parties agree to keep any proposed relationship developed as a Purpose confidential and not to disclose the terms of such proposal to any third party until and unless mutually agreed to by the parties; provided, however, either party may provide a summary of any Purpose to potential Affiliates in connection with transactional due diligence that may be conducted pursuant to binding confidentiality provisions set forth in a letter of intent, memorandum of understanding and/or confidentiality agreement.
5. Non-Disclosure of Confidential Information. The Receiving Party agrees not to use the Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except for evaluating the Purpose, and/or internal discussions in connection with the Purpose. Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties except those partners, principals, directors, trustees, officers, employees, agents, and legal and financial advisors (“Representatives”) of the Receiving Party, if any, who (i) are required to have the Confidential Information for the purpose of conducting the evaluation of the Purpose or perform the Receiving Party’s obligations under any subsequent definitive agreement related to or arising out of the Purpose (“Agreement”); (ii) are fully informed of the confidential nature of the Confidential Information; (iii) agree to be bound by the terms and conditions of this NDA. The Receiving Party will be responsible for any breaches of the obligations of confidentiality and restricted use set forth herein by any Representative to whom the Receiving Party disclosed any Confidential Information of the Disclosing Party.
6. Duty of Care. The Receiving Party agrees that it will take reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information of the Disclosing Party and prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, and in any event, no less than reasonable care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse, unauthorized disclosure or misappropriation of such Confidential Information in breach hereof by its Representatives that may come to its attention and detail with specificity efforts taken to remediate such breach.
7. Mandatory Disclosure. In the event that Receiving Party or its respective Representatives are requested (by oral questions, interrogatories, request for information or documents in legal proceedings, subpoena, court order, civil investigative demand or other similar process) or required or required by legal or administrative process or by law, or by rule or regulation, to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requests or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. In the event that such protective order is not obtained, the Receiving Party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose. Any such notice shall be sent to the attention of the undersigned representative or to such other representatives designated by notice.
8. Term/Termination. This NDA shall be effective as of the date first above-written (the “Effective Date”) and shall be effective until its termination. In the event the parties enter into a definitive Agreement, this NDA shall continue in full force and effect while such Agreement is in effect. This NDA shall automatically terminate upon: (i) the Purpose having been rejected or concluded, (ii) upon notice from either party, or (iii) the expiration or termination of any subsequent definitive Agreement between the parties. However, a Party’s obligations of confidentiality and restrictions on use of the Confidential Information disclosed by another Party will survive the termination of this Agreement for a period of three (3) years from the date of termination of this Agreement.
9. Return of Materials. Upon the termination of this NDA or the written request of Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information in its possession which has been reduced to any tangible form whatsoever (“Return”), or, if Return is not reasonably feasible, the Receiving Party shall certify in writing to the Disclosing Party that it has destroyed the same in a secure manner which would not unreasonably risk the disclosure of such Confidential Information (“Destroy”). To the extent the Receiving Party shall have failed to either Return or Destroy any Confidential Information upon the expiration of this NDA, then the Receiving Party’s obligations with respect to such Confidential Information shall continue until such time as the Receiving Party shall Return or Destroy the same. A party claiming that information is not required to remain confidential under this NDA shall have the burden of proving that such information is exempt from the terms of this NDA.
10. No License Granted. Nothing in this NDA is intended to grant Receiving Party or any other person any rights in or to Disclosing Party’s Confidential Information, except the limited right to review such information solely for the purposes expressly provided in this NDA.
11. Authority. The execution and delivery of this NDA and the actions contemplated hereby have been duly authorized and approved by all requisite action of both Parties, and no other authorizations or approvals, whether of any other shareholders, members or partners of either Party, governmental bodies or otherwise, are necessary in order to enable either Party to enter into or to comply with the terms of this NDA. This NDA will have been duly executed and entered into by both Parties and will constitute a legal, valid and binding obligation of both Parties.
12. Remedies. The parties agree that the foregoing confidentiality provisions are reasonable as to coverage and time and it is understood and agreed that each party is relying upon the foregoing provisions in disclosing information to the other party. The parties agree that any breach of this NDA may cause irreparable and immediate harm to the parties, that there may be no adequate remedy at law for such a violation, and that either party shall be entitled, in addition to damages, to seek injunctive relief (without the necessity of posting a bond) upon any breach by the other party of its obligations hereunder.
13. Assignment. Confidential Information, interests, rights or claims of either party related to this NDA may not be assigned without the prior written consent of the other party. This NDA shall be binding upon and for the benefit of the undersigned parties, their successors and any such permitted assigns.
14. No Waiver. Failure to enforce any provision of this NDA shall not constitute a waiver of any term hereof.
15. Notice. All communications hereunder shall be in writing and deemed given when personally delivered or hand delivered via courier, or if sent by national overnight courier or Registered or Certified Mail, Return Receipt Requested, notice will be deemed given upon receipt as evidenced by a written delivery receipt, as follows or to such other person and address as each party may designate by notice to the other party:

If to Party: to the address set forth above

If to Rowan: to the address set forth above, to the attention of General Counsel

1. Governing Law and Jurisdiction. This NDA shall be governed by and construed and enforced in accordance with the internal laws of the State of New Jersey, without consideration of its conflict of laws principles, and shall be binding upon the parties hereto in the United States and worldwide.
2. Counterparts; Execution and Delivery. This NDA may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Any electronic signature or electronically transmitted copy of a signature of any party hereto shall be deemed an original and shall constitute a legal, valid and binding execution hereof by such party.
3. Entire Agreement. This NDA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding or agreement among them respecting the subject matter hereof. This NDA shall not impose or be deemed to impose any obligation on either party to conclude or consummate any transaction as a result of the Purpose discussions. This NDA shall bind each party, its directors and officers, employees, agents, successors, and assigns to all of its provisions and shall inure to the benefit of the other party, its successors, and assigns until such time as the Purpose is consummated or, if the Purpose is not consummated, indefinitely.
4. Integration. Each party expresses its intent and agreement that no contract or other binding obligation exists or shall arise between them regarding any possible relationship except by a fully integrated definite agreement which has been duly authorized, executed and delivered by all parties thereto. Furthermore, except for this NDA, neither party shall assert the existence of any agreement, right, privilege or obligation with respect to any possible relationship unless and until such a definite written agreement is concluded as described above.

IN WITNESS WHEREOF, this NDA shall take effect as of the date first written above when it has been executed below by the duly authorized representatives of the parties.

**ROWAN UNIVERITY**

By:

Name: ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTY**

By:

Name: ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_